

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (the "Agreement") is made and entered into by and between **EASTERN OKLAHOMA COUNTY TECHNOLOGY CENTER ("Lessor")** and **EOC COMMUNITIES PARTNERSHIP ("Lessee")**, effective as of the commencement of business on JULY 1, 2011 (the "Effective Date").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, certain of Lessor's employees, on the terms and conditions set forth in this Agreement. A list of leased employees as of the date of this Agreement is identified on Schedule 1 (the "Leased Employees"), and is subject to change throughout the term of this Agreement by agreement of the parties.

NOW, THEREFORE in consideration of the promises made herein and other good and valuable consideration, the parties agree as follows:

1. **Purpose.** This Agreement sets forth the terms and conditions pursuant to which Lessor will provide the services of the Leased Employees. Lessor shall not provide the services of any employees other than the Leased Employees. Nothing in this Agreement shall restrict or limit Lessee's right to hire its own employees.

2. **Term; Termination.** This Agreement will terminate on June 30, 2012. The date upon which this Agreement expires or is otherwise terminated is the "Termination Date". Notwithstanding the foregoing, either party may terminate this Agreement without cause, on 30 days' advance written notice to the other party. If the parties extend this Agreement beyond the Termination Date, it shall do so on a month to month basis and on the same terms and conditions as in effect immediately prior to the Termination Date.

3. **Effect of Termination.** After the Termination Date, the Leased Employees will no longer provide services to Lessee.

4. **List of Employees.** The list of the names of all Leased Employees and the anticipated percentage of their respective business efforts that will be devoted to the Lessee is attached as Schedule 1.

5. **Independent Relationship.** Lessor shall provide the services of the Leased Employees as an independent contractor and not as an agent, joint venturer, nor partner of Lessee, and nothing in this Agreement shall be construed as creating any other relationship between Lessor and Lessee, or between any employee or agent of Lessor and Lessee. During the term of this Agreement, the Leased Employees shall be employees of Lessor for purposes of Lessor's benefit programs or plans now existing or hereafter created, including compensation and payment and withholding of federal, state and local income, social security, unemployment, Medicare, other payroll and employment taxes, Section 125 plans, Section 403(b) annuities, workers' compensation and health insurance.

6. **Leased Employee Performance.** While performing services for Lessee, the Leased Employees shall at all times be subject to the ultimate control and direction of Lessee.

7. **Paid Vacations and Holidays and Leaves of Absence.** Lessor pays compensation to its employees for certain holidays and vacations. Any paid holidays and vacation occurring during the term of this lease shall be billed to Lessee at the same rates as if the employee was working.

8. **Discipline and Discharge.** While performing services for Lessee, the Leased Employees will be subject to all work rules and performance standards applicable to employees and contractors providing services for Lessee. If Lessee has written policies and procedures then Lessee may discipline any Leased Employee in accordance with Lessee's policies and procedures, as amended from time to time, or terminate the leasing arrangement hereunder with respect to any Leased Employee, in the event of any breach by such Leased Employee of Lessee's written policies and procedures.

9. **Payment by Lessee of Leased Employees Fee to Lessor.** Lessee shall pay to Lessor the amount of the "Employee Lease Payment" on a monthly basis beginning on July 1, 2011, for the previous month's services and continuing on the same day of each month for the term of this Agreement. The Employee Lease Payment is with respect to each Leased Employee, (a) 100% of the compensation, retirement, workers' compensation premiums and benefit amounts payable with respect to a Leased Employee, and taxes thereon; (b) multiplied by a fraction (i) the numerator of which is the Leased Employee's hours of service for Lessee during the term of this Agreement; and (ii) the denominator of which is the Leased Employee's total hours of service for Lessor and Lessee during the term of this Agreement. The parties will maintain appropriate records of the hours of the Leased Employees to accurately determine the amount payable by Lessee. For months during which holidays, vacations or sick leave occur, the Leased Employees shall be deemed, for purposes of this Agreement, to be working on a full time basis for Lessor, with such time devoted to Lessee as determined by historical measures.

10. **Notices.** Any notices, consents, or other communications required to be sent or given by either party shall in every case be in writing and will be deemed duly given when (a) delivered personally (with written confirmation of receipt), (b) when received and acknowledged by fax or email, or (c) when received by the addressee if sent by first class, registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, in each case, as follows:

If to Lessor: Eastern Oklahoma County Technology Center
Attn: Superintendent
4601 North Choctaw Road
Choctaw, Oklahoma 73020

If to Lessee: EOC Communities Partnership
Attn: Executive Director
4601 North Choctaw Road
Choctaw, Oklahoma 73020

11. **Nonassignability.** Neither party may assign this Agreement without the other party's prior written consent.

12. **Entire Agreement.** This Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded.

13. **Severability.** The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of this Agreement which is not invalid or unenforceable shall be considered enforceable and binding on the parties and the invalid or unenforceable provision(s), clause(s) or sentence(s) shall be deemed excised, modified or restricted to the extent necessary to render the same valid and enforceable, and this Agreement shall be construed as if such invalid or unenforceable provision(s), clause(s) or sentence(s) were so modified or omitted, as applicable. The provisions of this Section shall survive the termination of this Agreement for any reason.

14. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Oklahoma.

15. **Waiver.** The waiver of any beach of the terms of this Agreement shall not constitute the waiver of any other or further breach hereunder. No waiver of any provision of this Agreement shall be valid unless in writing.

16. **Amendment.** No provisions of this Agreement shall be deemed amended by any party unless such amendment shall be in writing and signed by the party against which the amendment is to be enforced.

17. **Headings.** Headings under this Agreement are for informational purposes only and are not intended to limit or define any terms.

18. **No Third Party Beneficiary.** Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any person, other than the parties to this Agreement, any rights or remedies under or by reason of this Agreement. Without limiting the foregoing, no Leased Employee shall have any rights as a third party beneficiary.

19. **Counterparts.** This Agreement may be executed in multiple counterparts each of which will be deemed an original and all of which together shall constitute an agreement.

EOC COMMUNITIES PARTNERSHIP

By: _____
President

“LESSEE”

**EASTERN OKLAHOMA COUNTY
TECHNOLOGY CENTER**

**By: _____
President, Board of Education**

“LESSOR”

EMPLOYEE LEASING AGREEMENT

SCHEDULE 1

LEASED EMPLOYEES AS OF EFFECTIVE DATE

Name

**Anticipated Percentage of Time to
Perform Services for Lessee**

Tim Hight

68%